

## **RAINBOW LACES: TERMS AND CONDITIONS (THE “PROMOTION”)**

### **1. THE PROMOTION AND THE PROMOTER**

- 1.1 This Promotion is being organised and operated by The Brighton & Hove Albion Foundation Ltd., a company, whose registered office is at American Express Stadium, Village Way, Brighton, BN1 9BL, registered with company number 05122343 (the “**Promoter**”).
- 1.2 This Promotion is being conducted via post and email and is accessible to all under 16-year-olds resident in the UK and as set forth within these Terms and Conditions (the “**Entrant/s**”).

### **2. ELIGIBILITY**

- 2.1 Subject to the provisions of paragraphs 2.2, 2.3, 2.4 and 2.5 below, this Promotion is open to all children under the age of 16 years old including MyAlbion+ Junior members resident in the United Kingdom, with a valid email address attributable to their parent/guardian.
- 2.2 Entrants must have the full permission of their Parent/ Guardian to enter this Promotion.
- 2.3 Entrants must be under 16 years of age.
- 2.4 The Promoter may require entrants to provide proof that they are eligible to enter the Promotion.
- 2.5 Should the Entrant win the Prize, they must be accompanied by a parent or guardian.
- 2.6 Entry into the Promotion constitutes full and unconditional acceptance of these Terms and Conditions.

### **3. ENTRY REQUIREMENTS**

- 3.1. The Promotion starts at 12.00 on Saturday 9 September 2023 (the “**Opening Date**”) and ends at 17:00 on Wednesday 11 October 2023 (the “**Closing Date**”).
- 3.2. To enter the Promotion, the entrants must:
- (a) act in accordance with these Terms;
  - (b) be aged under 16 years of age;
  - (c) create a design to appear on a centre circle t-shirt and/ or match day t-shirts to be worn by Gully and Sally;
  - (d) the t-shirt design must incorporate a rainbow design with inspiring and supportive graphics and words; and
  - (e) either send their design by post to: *Brighton & Hove Albion Foundation, American Express Stadium, Village Way, Brighton, BN1 9BL* or submit their design by email to: [competitions@bhafcfoundation.org.uk](mailto:competitions@bhafcfoundation.org.uk)
  - (f) the entrant must provide their name, age, address and the contact email and telephone number of their parents or guardian when submitting their entry.

- 3.3. One design submission shall be selected from all eligible entries, as set out at paragraph 5 below.
- 3.4. Subject to clause 3.10 and 3.11, purchase of any product or service is required to enter the Promotion.
- 3.5. Entrants are limited to one (1) entry per person and each entrant shall not submit or attempt to submit more than one (1) entry.
- 3.6. The Promoter reserves the right to refuse entry of any individual to the Promotion who submits or attempts to submit more than one (1) entry. Entrants may not use multiple accounts to enter the Promotion, and an entrant who submits entries through multiple accounts will be disqualified.
- 3.7. Entries will not be valid where they are made online using methods generated by AI, a script, macro or the use of any automated devices. The Promoter reserves the right to verify the validity of entries and to exclude entries it believes have been made using any automated entry techniques.
- 3.8. For email submissions, all entries are deemed to have been received at the time of entry into the Promoters database and not at the time when the entry is sent by the entrant. For postal entries, all entries are deemed to have been received when they are delivered to the Promoter via the postal service only.
- 3.9. The Promoter accepts no responsibility for entries that are incorrectly completed, delayed or which are not received for any reason.
- 3.10. Entrants who submit their designs by post are responsible for the cost of postage.
- 3.11. A device with internet access is required to enter this Promotion if entries are being submitted by email. It is the responsibility of the entrants to ensure permission is obtained from the owner of the device and the individual who pays for the internet service. No refund may be claimed for expenses related to the use of an internet connection for the purpose of participating in this Promotion.

#### 4. THE PRIZE

- 4.1. One prize is available for selection by the Winner. The prize for the child with the winning design (the "**Winner**") will be to attend either of the following two options:
  - (i) the home game fixture between Brighton & Hove Albion Football Club and Brentford Football Club on Tuesday 5 December at 7.45pm (subject to change at Promoter's discretion) (the "**Rainbow Laces Match**") to see their winning design printed on the centre circle shirt flag and/ or Gully and Sally's matchday t-shirts (the "**Prize**") and to meet a member of the Promoter and/or the Club at or around 5pm on the day of the Match to be taken pitch side for a photo opportunity with their design. The Prize will consist of one (1) adult ticket and one (1) child (under 18) ticket (the "**Prize**"); or

(ii) the home game fixture between Brighton & Hove Albion Football Club and Burnley Football Club on Saturday 9 December 2023 at 3pm (subject to change at Promoter's discretion) (the "**Match**") and to meet a member of the Promoter and/or the Club at or around 1pm on the day of the Match to be taken pitch side for a photo opportunity with Gully and Sally. The Prize will consist of one (1) adult ticket and one (1) child (under 18) ticket.

4.2. The Winner must select to attend either the Rainbow Laces Match or the Match as their prize. The Winner is not able to attend both prize options as the Winner.

4.3. The Prize is subject to change at the Promoter's sole discretion and is subject to availability.

4.4. The Prize is non-negotiable, may not be exchanged for any cash or other alternative, are not transferable, divisible, permitted to be sold or resold, or offered for sale by a Winner and are not for use in conjunction with any other promotion or offer. The Prize cannot be replaced or refunded in the event of loss, theft or missed opportunity.

4.5. The Promoter reserves the right to replace a Prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so.

4.6. For the avoidance of doubt, all costs (including travel and parking) associated with a Prize, will be borne solely by the Winner/ their Parent and/ or Guardian.

4.7. If you are selected as a Winner in order to claim the Prize, you must follow the requirements stipulated below at clause 5.3.

## **5. IDENTIFICATION OF WINNERS**

5.1. The Winner will be selected by a panel of a minimum of four (4) judges which includes members of the Official Supporters Club for Brighton & Hove Albion Football Club (the "Club"), Club staff members and staff members of the promoter (the "Panel"). The Panel shall review all entries and judge the submissions between the dates of Saturday 9 September 2023 and Wednesday 11 October 2023, before choosing one as the winning design for the purposes of this Promotion on Thursday 12 October 2023.

5.2. The Winner will be notified by the Promoter via their parents/ guardian's email address provided when entering the Promotion by no later than Friday 13 October 2023. For the purposes of this clause 5.2 and clause 5.3 below, the period of notification will run from the date and time that the Promoter sent the notification to the Winner only.

5.3. The Winner of the Prize will have twenty-four (24) hours from their notification under clause 5.2 to claim the Prize by replying in the way specified in the notification stating their selection of either the Rainbow Laces Match or the Match, as their prize preference. This may include requiring the winner to prove eligibility, including, without limitation, proof of age, parental/guardian consent (where the winner of the Prize is under 18), residence, identity, which may include, but is not limited to, a copy of proof of residence, passport and/or similar government issued identification.

- 5.4. If the Winner (or later substitute winner) of the Prize does not respond within the required timeframe provided in clause 5.3, the Promoter reserves the right to disqualify the Winner and select a substitute winner at its sole discretion.
- 5.5. It is the responsibility of the Winner or parent/guardian (where applicable) to provide any required documentation and any other legal requirements for the Prize and/or documentation required by law and/or the Promoter.
- 5.6. The delivery details of the Prize shall be determined by the Promoter in its sole and absolute discretion. Details of delivery of the Prize (including but not limited to the time, date and location of delivery) shall be provided to the winner upon notification.
- 5.7. The Winner must be accompanied by one parent/ guardian to the Rainbow Laces Match/ Match only.
- 5.8. If a Winner (or later substitute Winner) is not able to attend the Prize for any reason, then they forfeit the Prize and no substitute prize will be offered in its place. The Promoter will, at its absolute discretion, then substitute the Winner in line with the process under these Terms.
- 5.9. The Promoter is required to either publish or make available information that indicates that the Prizes have been awarded. Consequently, the Promoter will publish the surname and county of the Winners or provide the surname and county of the Winners to anyone who contacts the Promoter at [marketing@bhafc.com](mailto:marketing@bhafc.com) within one (1) month after the Closing Date of the Promotion.
- 5.7. If a Winner objects to any or all of their surname, county and winning entry being published or made available, they should contact the Promoter at the email address given above. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standard Authority on request.
- 5.8. Unsuccessful entrants will not be notified.
- 5.9. If there is any dispute as to the identity of the Winner, the decision of the Promoter shall be final.

## **6 CONSENT – MEDIA RELEASE**

- 6.1 All Entrants must be aware that when they enter the Promotion, they consent to the Promoter, the Club and/ or its Partners to take or have taken by others, Club Created Content in the form of photographs, digital images and/or audio and/or video footage (the “Images”) to be used by the Promoter and/ or Club for promotional and marketing activities, which may include the following:
  - a) Promotor and/ or Club newsletters, brochures, handbooks, programmes and advertising literature;
  - b) Promoter and/ or Club website and social media platforms (including on TikTok, Twitter, Instagram, and Facebook);

- c) at Promoter and/ or Club events; and
- d) in Promoter and/ or Club communications (internal and external).

6.2 When entering this competition, Entrants accept, acknowledge and understand that they consent to their image being used by the Promoter and Club for these purposes only.

6.3 Entrants shall not be paid for giving this permission and waive any claim that they may have or may have had for remuneration, residuals, royalties or any other payment in respect of use of the Images.

6.4 Should Entrants have any concerns and wish to withdraw their consent at any time, they must contact [marketing@bhafc.co.uk](mailto:marketing@bhafc.co.uk).

## **7 LIMITATION OF LIABILITY**

7.1 Without prejudice to an entrant's statutory rights and, to the extent permitted by applicable law, the Promoter, its agents or distributors will not be responsible or liable to compensate a Winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up a prize.

7.2 The Promoter is not responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software failure or any email or entry to be received on account of technical problems or traffic congestion on the internet or at any website or any delay or failure of any postal or equivalent delivery service or any combination thereof, including injury or damage to the entrant's or any other person's computer or mobile telephone related to or resulting from participation in the Promotion. Nothing in these Terms shall exclude the Promoter's liability for fraudulent misrepresentation, death or personal injury as a result of negligence or any other liability that cannot be excluded or restricted by law.

## **8 GENERAL**

8.1 Events may occur that render the Promotion itself or the awarding of the Prize impossible due to reasons beyond the Promoter's control and accordingly, the Promoter may, at its absolute discretion, vary or amend the Promotion and entrants agree that no liability shall attach to the Promoter as a result thereof.

8.2 The Promoter reserves the right in its absolute discretion to disqualify entrants that do not comply with these Terms or the spirit of them or any entrant who it reasonably believes has interfered with the fair running of the Promotion.

8.3 If there is any reason to believe that there has been a breach of these Terms, the Promoter may, at its sole discretion, reserve the right to exclude the entrant from participating in the Promotion.

- 8.4 All information and personal data submitted in connection with this Promotion will be processed in accordance with the Terms and the Promoter's Privacy Policy accessible at [www.brightonandhovealbion.com/club/club/privacy-policy](http://www.brightonandhovealbion.com/club/club/privacy-policy)
- 8.5 For the avoidance of doubt, all times and dates set out in these Terms refer to the times and dates in United Kingdom. In the event of any dispute over the time or date of any entry submitted, the decision of the Promoter shall be final.
- 8.6 The Promotion and these Terms are governed by the laws of England and Wales and any disputes (contractual or non-contractual) arising under or in connection with the Promotion or these Terms are subject to the non-exclusive jurisdiction of the Courts in England and Wales.